

PTO/SB/01A (10-00)

Approved for use through 10/31/2002. OMB 0651-0032  
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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## DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)

As the below named Inventor(s), I/we declare that:

This declaration is directed to:

- The attached application, or  
 Application No. \_\_\_\_\_, filed on \_\_\_\_\_,  
 as amended on \_\_\_\_\_ (if applicable);

I/we believe that I/we am/are the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought;

I/we have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment specifically referred to above;

I/we acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me/us to be material to patentability as defined in 37 CFR 1.56, including material information which became available between the filing date of the prior application and the National or PCT International filing date of the continuation-in-part application, if applicable; and

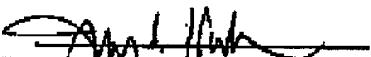
All statements made herein of my/own knowledge are true, all statements made herein on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the application or any patent issuing thereon.

### FULL NAME OF INVENTOR(S)

Inventor one: John B. Terry (Deceased)

Signature: \_\_\_\_\_ Citizen of: United Kingdom

Inventor two: Jeffrey A. Hales

Signature:  Citizen of: United States

Inventor three: 

Signature: \_\_\_\_\_ Citizen of: \_\_\_\_\_

Inventor four: \_\_\_\_\_

Signature: \_\_\_\_\_ Citizen of: \_\_\_\_\_

Additional inventors are being named on \_\_\_\_\_ additional form(s) attached hereto.

Burden Hour Statement: This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is used by the public to file (and the PTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This form is estimated to take 1 minute to complete. This time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Please type a plus sign (+) inside this box →

PTO/SB/01 (02-01)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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## POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	Not Assigned
Filing Date	Herewith
First Named Inventor	Terry et al.
Title	
Group Art Unit	Not Assigned
Examiner Name	Not Assigned
Attorney Docket Number	0960-020

I hereby appoint:

- Practitioners at Customer Number  →   
OR  
 Practitioner(s) named below:

Name	Registration Number



as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

- The above-mentioned Customer Number.  
OR  
 Practitioners at Customer Number  →   
OR

Place Customer Number Bar Code Label here

<input type="checkbox"/> Firm or Individual Name		
Address		
Address		
City	State	Zip
Country		
Telephone	Fax	

I am the:

- Applicant/Inventor,  
 Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/06).

SIGNATURE of Applicant or Assignee of Record

Name	G. Thomas Mitchell
Signature	
Date	8/20/01

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of 0 forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

ASSIGNMENT OF INVENTION

COPY

WHEREAS, Jeffrey A. Hales an individual residing at 3983 Windgrove Crossing, Suwanee, Georgia 30078, (hereinafter ASSIGNOR) is an inventor of the one or more new and useful improvements described in United States Provisional Patent Application Serial No. 60/226,505 filed on or about August 21, 2000 with title:

**CAPACITY SCALING AND FUNCTIONAL ELEMENT REDISTRIBUTION WITHIN  
AN IN-BUILDING COAX CABLE INTERNET ACCESS SYSTEM**

and known as coaXmedia docket number 0960-012;

WHEREAS, coaXmedia, Inc. a corporation having a principal place of business at 1220 Oak Industrial Lane, Suite B, Cumming Georgia 30041 USA, (hereinafter ASSIGNEE) is desirous of memorializing the transfer of the entire right, title and interest therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive, non-revocable, and worldwide rights to the said improvements, including all letters patents which result directly or indirectly from the referenced provisional patent application, including patents arising under a non-provisional application, continuation (including but not limited to RCE or CPA continuations), continuation in part, reissue, re-examination proceeding, or any other process granting legal rights within the United States or anywhere in the world, including all rights obtainable from said improvements, in the United States and all foreign countries, together with the right of priority for all member countries under: the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres including related rights such as utility model registration, inventor's certificates, defensive publications, and the like;

And, ASSIGNOR hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any officials of foreign countries whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from the referenced application to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, and for the use and behalf of ASSIGNEE's successors, assigns, and legal representatives, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made;

**COPY**

And, ASSIGNOR hereby agrees to transfer a like interest upon request of said ASSIGNEE, ASSIGNEE's successors, assigns, and legal representatives, and without further remuneration, to any improvements, and applications for patents based thereon, growing out of or related to the said improvements; and to execute any papers by ASSIGNEE, his successors, assigns, and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the improvements hereby transferred;

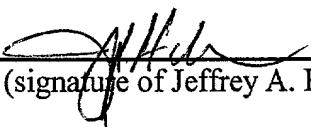
Agreeing, further, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE;

And ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith;

And ASSIGNOR hereby covenants and agrees to communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to obtain and enforce proper patent protection for said improvements in all countries.

Assignor

In testimony whereof, I hereunto set my hand this 6 day of March, 2001.

  
(signature of Jeffrey A. Hales, (Assignor))

CCF

ASSIGNMENT OF INVENTION

WHEREAS, John B. Terry (also known as Jack Terry) an individual residing at 2033 Melodi Lane, Cumming Georgia (hereinafter the FIRST ASSIGNOR) is the inventor of the one or more new and useful improvements described in United States Provisional Patent Application Serial No. 60/226,505 filed on or about August 21, 2000 with title:

CAPACITY SCALING AND FUNCTIONAL ELEMENT REDISTRIBUTION  
WITHIN AN IN-BUILDING COAX CABLE INTERNET ACCESS SYSTEM

and known as coaXmedia docket number 0960-012;

WHEREAS, FIRST ASSIGNOR wishes to memorialize his conveyance of any and all rights FIRST ASSIGNOR may have acquired and retained in the above identified patent application to coaXmedia, Inc.;

WHEREAS, JT Laboratories LLC a Georgia limited liability company (hereinafter the SECOND ASSIGNOR) having a principle place of business at 2033 Melodi Lane, Cumming Georgia 30041, having an existing relationship with John B. Terry, wishes to memorialize its conveyance of any and all rights it may have acquired and retained in the above identified patent application, including but not limited to, any and all rights acquired through JT Laboratories LLC's various relationships with John B. Terry; JT Innovations, LLC, and coaXmedia, Inc. to coaXmedia, Inc.;

WHEREAS, JT Innovations, LLC a Georgia limited liability company (hereinafter the THIRD ASSIGNOR) having a principle place of business at 1220 Oak Industrial Lane, Suite B, Cumming, Georgia 30041 USA, having an existing relationship with John B. Terry, and JT Laboratories LLC wishes to memorialize its conveyance of any and all rights it may have acquired and retained in the above identified patent application, including but not limited to, any and all rights acquired through JT Innovations, LLC's various relationships with John B. Terry, JT Laboratories, LLC, or coaXmedia, Inc. to coaXmedia, Inc.;

WHEREAS, coaXmedia, Inc. a corporation having a principal place of business at 1220 Oak Industrial Lane, Suite B, Cumming, Georgia 30041 USA, (hereinafter ASSIGNEE) is desirous of memorializing the transfer of the entire right, title and interest therein;

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NOW, THEREFORE, for good and valuable consideration, flowing to each of the ASSIGNORS from relationships with ASSIGNEE or between pairs of ASSIGNORS, and the payment of \$5.00 from ASSIGNEE to THIRD ASSIGNOR to allocate among ASSIGNORS as they shall decide, the receipt and sufficiency of which are hereby acknowledged, the said FIRST, SECOND, and THIRD ASSIGNORS by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive, non-revocable, and worldwide rights to the said improvements, including all letters patents which result directly or indirectly from the referenced provisional patent application, including patents arising under a non-provisional application, continuation (including but not limited to RCE or CPA continuations), continuation in part, reissue, re-examination proceeding, or any other process granting legal rights within the United States or anywhere in the world, including all rights obtainable from said improvements, in the United States and all foreign countries, together with the right of priority for all member countries under: the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres including related rights such as utility model registration, inventor's certificates, defensive publications, and the like;

And, ASSIGNORS hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from the referenced application to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, and for the use and behalf of ASSIGNEE's successors, assigns, and legal representatives, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by any one, any two, or all ASSIGNORS had this assignment and sale not been made;

And, ASSIGNORS hereby agrees to transfer a like interest upon request of said ASSIGNEE, ASSIGNEE's successors, assigns, and legal representatives, and without further remuneration, to any improvements, and applications for patents based thereon, growing out of or related to the said improvements; and to execute any papers by ASSIGNEE, his successors, assigns, and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the improvements hereby transferred;

Agreeing, further, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE;

CC

And ASSIGNORS hereby further covenants and agrees that some combination of one or two or all three ASSIGNORS has the full right to convey the entire interest herein assigned, and each ASSIGNOR has not and will not execute any agreement in conflict herewith;

And each ASSIGNOR hereby covenants and agrees that each ASSIGNOR covenants individually to communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to obtain and enforce proper patent protection for said improvements in all countries.

First Assignor

In testimony whereof, I hereunto set my hand this 2nd day of MARCH, 2001.

(signature of John B. Terry (First Assignor))

STATE OF GEORGIA  
FORSYTH COUNTY

On March 2, 2001, before the undersigned,  
a Notary Public for the State and County aforesaid, personally appeared  
John B. Terry, known to me or proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the above assignment, and  
acknowledged that he executed the same.

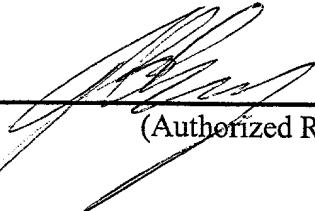
My Commission Expires March 13, 2004  
Notary Public, Fulton County, Georgia

Andrew O'Connor  
Notary Public

Date my Commission will expire on

Second Assignor

In testimony whereof, I hereunto set my hand this 2<sup>nd</sup> day of MARCH, 2001.

 J.B. TERRY, PRESIDENT

(Authorized Representative for JT Laboratories LLC (name and title))

STATE OF GEORGIA  
FORSYTH COUNTY

On March 2, 2001, before the undersigned,  
a Notary Public for the State and County aforesaid, personally appeared  
John B. Terry to sign for JT Laboratories LLC, known to me  
or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the above assignment, and acknowledged that he executed the same.



Notary Public

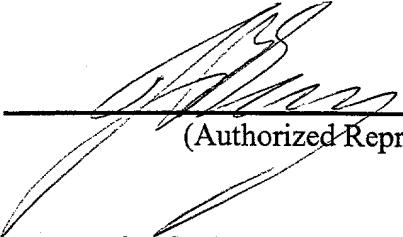
My Commission Expires March 13, 2004  
Notary Public, Fulton County, Georgia

Date my Commission will expire on

COPY

Third Assignor

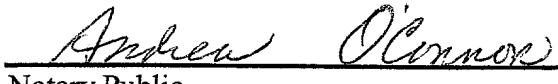
In testimony whereof, I hereunto set my hand this 2nd day of MARCH, 2001.

 J.B. Terry PRESIDENT

(Authorized Representative for JT Innovations, LLC (name and title))

STATE OF GEORGIA  
FORSYTH COUNTY

On March 2, 2001, before the undersigned,  
a Notary Public for the State and County aforesaid, personally appeared  
John B. Terry to sign for JT Innovations, LLC, known to me  
or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the above assignment, and acknowledged that he executed the same.

  
My Commission Expires March 13, 2004  
Notary Public, Fulton County, Georgia

Andrew O'Connor  
Notary Public

Date my Commission will expire on

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